
In re Patent Application of:
William D. Quigg

Application No.: 09/849,504

Confirmation No.: 8692

Filed: May 4, 2001

Art Unit: 3622

For: SYSTEM AND METHOD FOR
COORDINATING PRODUCTION AND
DISTRIBUTION OF PAPER PRODUCTS
PACKAGED WITH PROMOTIONAL
MATERIALS

Examiner: D. Lastra

EXHIBIT D

Grays Harbor Paper, L.P.

CONFIDENTIAL INFORMATION AGREEMENT

The "Effective Date" of this Agreement is April 5, 2005.

The "Recipient" under this Agreement is
whose address is

, a corporation,

The subject matter and purpose of this agreement pertains to Grays Harbor Paper, L.P. ("GHP") and Recipient discussing, negotiating and potentially consummating and documenting a business arrangement wherein Recipient will purchase paper products from GHP which include a method of advertising on the paper product that is proprietary to GHP, including, but not limited to, certain methods and technologies for which GHP has a patent pending.

In consideration of the opportunity to gain access to GHP proprietary, confidential and trade secret information relating to (i) its general business and marketing strategy; (ii) its product development plans; (iii) the design of its products, the (iv) the manufacture of its products, and (v) specifically information pertaining to GHP's proposed method of advertising on GHP products (collectively, the "Confidential Information"), Recipient agrees (a) to retain in confidence all such Confidential Information; (b) not to disclose any such Confidential Information to anyone except Recipient's employees authorized to receive it and third parties to whom such disclosure is specifically authorized by GHP in writing; and (c) not to use GHP's Confidential Information for any purpose other than that for which it is disclosed.

Examples of Confidential Information include, without limitation, proprietary processes and designs, trade secrets, know-how, inventions (whether or not patentable), formulas, technical drawings and data, research subjects, methods and results, proprietary manufacturing processes, production techniques, plans for future products, marketing plans and strategies, pricing policies, cost and profit information, personnel, customer lists, supplier identities and the like, whether disclosed orally, in writing or by inspection.

If, on the basis of the evaluation of the Confidential Information, Recipient wishes to pursue the exploration of any further business relationship, Recipient and GHP may engage in good faith negotiations to arrive at a mutually satisfactory agreement for these purposes. This Agreement does not grant Recipient any ownership of licensing rights in any Confidential Information disclosed, nor does it commit either party to any further business relationship.

The obligations imposed by this Agreement shall not apply to any Confidential Information that:

- a. Is already known to the Recipient as evidenced by documentation bearing a date prior to the date of disclosure; or
- b. Is publicly available or becomes so without breach of this Agreement by Recipient; or

c. Is rightfully received from a third party without accompanying disclosure or use restrictions; or

d. Is approved for release in writing by GHP;

and the obligations set forth in this Agreement will continue beyond the term of the Agreement and for so long as Recipient possesses Confidential Information.

Recipient agrees that this Agreement shall be binding upon all of its agents, contractors, employees or associates and that it will take all steps necessary to ensure that such agents, contractors, employees or associates will comply with the terms and conditions of this Agreement.

The parties agree that this Agreement shall be construed under the laws of the State of Washington in the United States of America, without adherence to its choice of laws, and that the venue for any legal action instituted by any party hereon arising from, related to, or to enforce or interpret the provisions of, this Agreement shall be the proper state or federal court in the State of Washington. In the event any legal action is instituted by any party arising from, related to, or to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled, in addition to all other relief that may be granted, to an award of its attorney's fees and costs.

GHP is entitled to obtain an injunction to prevent threatened or continued violation of this Agreement, with or without the posting of bond, but failure to enforce this Agreement will not be deemed a waiver of this Agreement.

Upon request by GHP or upon completion of the business dealings relating to the Confidential Information, Recipient shall promptly return to GHP, or if requested by GHP destroy, all tangible material that discloses any of the Confidential Information and provide written confirmation of such destruction by an officer of Recipient.

Each person signing this Agreement represents and warrants that the entity for which he/she is signing has duly authorized this Agreement and he/she has the authority to sign it on behalf of such entity.

Grays Harbor Paper, L.P.:

By: William D. Quigg
Name: William D. Quigg
Title: President

By: _____
Name: _____
Title: _____

The duration of this agreement is two (2) years from effective date of this agreement.